
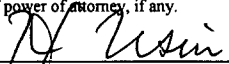


## EXHIBIT B

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<h2 style="margin: 0;">PROOF OF CLAIM</h2>	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.	Case No. of Debtor Case No. 08-13555		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)		<b>THIS SPACE IS FOR COURT USE ONLY</b>	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">                     Hiroaki Usui                      GM Transaction Legal Department                      Urbannet Otemachi Building 2-2-2                      Otemachi, Chiyoda-ku                      Tokyo 100-8130                      JAPAN                      Telephone number:                      (81) 3 5255 1232                 </div> <div style="width: 45%;">                     c/o Douglas P. Bartner                      Shearman &amp; Sterling LLP                      599 Lexington Avenue                      New York, NY 10022                      (212) 848-4000                      Email address:                      hiroaki.usui@nomura.com                 </div> </div>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  <b>Filed on:</b> _____	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP)      0000017201  
Name and address where payment should be sent (if different from above)  Telephone number: _____ Email address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed: \$ See attached</b> If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* <b>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</b> <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is a based on a Derivative Contract or Guarantee.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  <b>Amount entitled to priority:</b>  \$ _____	
<b>2. Basis for Claim: See attached</b> (See instruction #2 on reverse side.)			
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)			
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other  Describe: _____  Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
<b>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$</b> _____ (See instruction #6 on reverse side.)			
<b>7. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>8. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: _____		<div style="border: 2px solid black; padding: 10px; text-align: center;"> <b>FOR COURT USE ONLY</b>  <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <b>FILED / RECEIVED</b> </div> <div style="font-size: 1.5em; margin: 5px 0;">SEP 18 2009</div> <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b> </div>	
<b>Date:</b>  9/18/2009	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <div style="display: flex; align-items: center;">  <div>                         Hiroaki Usui, Vice President                     </div> </div>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

**EXHIBIT A**

**I. Introduction**

1. On September 15, 2008 (the "Petition Date"),<sup>1</sup> Lehman Brothers Holdings Inc. (the "Debtor") commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

2. This proof of claim (this "Proof of Claim") is filed in the Debtor's bankruptcy case by Nomura Securities Co. Ltd. ("Nomura").<sup>2</sup> Nomura has a claim (the "Claim") against the Debtor on account of the Debtor's unconditional guarantee, dated as of August 30, 2001 (the "Guarantee"), of the due and punctual payment of all amounts payable by Lehman Brothers Japan, Inc. ("LBJ"), an affiliate of the Debtor, to Nomura as a result of the termination of all transactions under the 1992 ISDA Master Agreement (Multicurrency-Cross Border), dated as of November 26, 2001 (as amended, supplemented or otherwise modified from time to time, and including all schedules, annexes and exhibits thereto, and all confirmations exchanged pursuant to transactions entered into in connection therewith, the "Master Agreement"), by and between Nomura and LBJ. Without limiting any previous demands for payment under the Guarantee, this Proof of Claim constitutes a written demand under the Guarantee.<sup>3</sup>

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Master Agreement or that certain Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form, dated as of July 2, 2009 (Docket No. 4271) (the "Bar Date Order"), as applicable.

<sup>2</sup> To the best of Nomura's knowledge, Nomura has not received a proof of claim form from the Debtor with a Unique ID Number. As such, Nomura did not include a Unique ID Number in the Proof of Claim.

<sup>3</sup> As noted in Paragraph 5 hereof, and as required under the terms of the Bar Date Order, Nomura will file supporting documentation together with the Derivative and Guarantee Questionnaires.

## **II. The Claim**

3. Nomura hereby asserts the Claim in the initial amount of \$23,129,575.59<sup>4</sup> (the "Initial Claim Amount"). The Initial Claim Amount includes (i) \$1,005,414<sup>5</sup> in fees and expenses incurred by Nomura in connection with the enforcement of its rights under the Master Agreement (the "Enforcement Amount") and (ii) \$1,236,872.89 in interest that has accrued under the terms of the Master Agreement (the "Interest Amount"; together with the Enforcement Amount, the "Additional Claim Amounts"), in each case, through August 31, 2009.

4. In addition, the Claim includes all Additional Claim Amounts that may be incurred or will accrue from August 31, 2009 through the date on which the Claim is paid in full. Such Additional Claim Amounts cannot be estimated or calculated reasonably at this time. Nomura does not waive its rights to any of the Additional Claim Amounts by not stating a specific figure therefor at this time, and, further, hereby reserves its right to amend and supplement this Proof of Claim to include any such Additional Claim Amounts.

5. Pursuant to the terms of the Bar Date Order, Nomura will file documentation supporting this Proof of Claim with the Derivative and Guarantee Questionnaires, which will be filed on or before the Questionnaire Deadline.

## **III. General**

6. Nomura does not waive any right or rights of action that it has or may have against the Debtor or any other person or persons. Nomura reserves the right to amend or

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<sup>4</sup> Although Nomura has set off a portion of the corresponding amount of its claim against LBJ against certain payable obligations it has to LBJ, Nomura submits this Proof of Claim out of the abundance of caution to preserve the full amount of the Claim against the Debtor in case such setoff ultimately is fully or partially invalidated. The Initial Claim Amount is subject to upward adjustment as a result of any trade reconciliation that may occur after the date hereof.

<sup>5</sup> This constitutes the aggregate amount of fees and expenses incurred by Nomura and its affiliates in connection with the insolvency of the Debtor and its affiliates.

supplement this Proof of Claim in any manner.

7. By filing this Proof of Claim, Nomura does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

8. This Proof of Claim is not intended to be, and shall not be construed as:  
(i) an election of remedies; (ii) a waiver of any defaults; (iii) a waiver or limitation of any of Nomura's rights, remedies, claims or interests under applicable law against the Debtor or any other person or entity; (iv) a waiver of any setoff or recoupment rights under applicable law; (v) a waiver of any netting rights under applicable law; (vi) a waiver of any rights to assert that all or any portion of the amounts claimed for are being held by the Debtor, as bailee, or in constructive trust; (vii) a waiver of Nomura's property or ownership rights (legal or equitable); or (viii) a waiver of Nomura's legal, equitable or beneficial interests.

9. All notices and communications concerning this Proof of Claim should be addressed as follows:

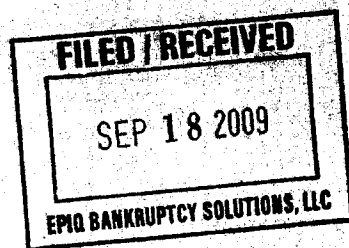
Hiroaki Usui  
GM Transaction Legal Department  
Urbanet Otemachi Building 2-2-2  
Otemachi, Chiyoda-ku  
Tokyo 100-8310 Japan  
(81)-3-5255-1232  
hiroaki.usui@nomura.com

and to:

Douglas P. Bartner  
Solomon J. Noh  
Shearman & Sterling LLP  
599 Lexington Avenue  
New York, New York 10022  
(212) 848-4000  
dbartner@shearman.com

Dated as of September 18, 2009

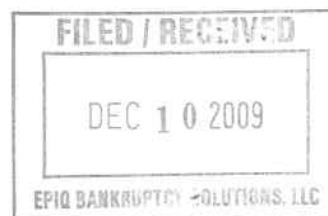
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Ashley Kaler  
RECEIVED BY:

\_\_\_\_\_  
DATE

4:26  
TIME



**CHANGE OF ADDRESS FORM**

**Prior Address** (For Claim # 17201)

Name: Hiroaki Usui

Address: GM Transaction Legal Department

Urbannet Otemachi Building 2-2-2

Otemachi, Chiyoda-ku, Tokyo 100-8130 JAPAN

Tel: (81) 3 5255 1232

Fax: \_\_\_\_\_

Email: hiroaki.usui@nomura.com

**New Address**

Name: Nomura Securities Co. Ltd.

Address: c/o Hiroaki Usui; GM Transaction Legal

Department; Urbannet Otemachi Building 2-2-2;

Otemachi, Chiyoda-ku, Tokyo 100-8130 JAPAN

Tel: (81) 3 3275-2724

Fax: \_\_\_\_\_

Email: hiroaki.usui@nomura.com

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

A handwritten signature in cursive script, appearing to read "H. Usui".

By: \_\_\_\_\_

Dec 9, 2009

Dated

**PLEASE RETURN YOUR COMPLETED FORM TO:**

Epiq Systems, FKA Bankruptcy Services LLC, 757 Third Avenue, 3<sup>rd</sup> Floor, New York, NY 10017  
Fax: (646) 282 2501